

United States District Court
Southern District of Texas

ENTERED

August 27, 2020 Court
Southern District of Texas
David J. Bradley, Clerk

ENTERED

August 27, 2020

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

BRUJO FINANCE COMPANY,

§

Plaintiff,

§

v.

§

100,266.35 BARRELS OF RON95
GASOLINE, *in rem*

§

Defendant.

§

C.A. No. 4:20-cv-01551
Admiralty 9(h)

ORDER DIRECTING SALE OF CARGO TO KOLMAR AMERICAS, INC.

Having reviewed the First Amended Notice of Bid With Conditions dated August 25, 2020 (Dkt. #112) filed by Kolmar Americas, Inc., (the “Kolmar Proposal”) and the Joint Motion to Accept Proposed Sale to Kolmar Americas, Inc. dated August 26, 2020 (the “Joint Motion”) filed by Plaintiff Brujo Finance Company (“Plaintiff”) and interested parties Sea Energy Company Inc. and ES Euroshipping AG (collectively, the “Interested Parties”), which effectively amends the Kolmar Proposal on the price term, the Court grants the Joint Motion and orders the following with respect to the defendant 100,266.35 Barrels of RON95 Gasoline (the “Cargo”):

1. Having failed to provide full payment for the Cargo by August 11, 2020, in accordance with the Order on Sale (Dkt. # 90), the \$200,000 deposit submitted by Pure Aviation International (“Pure Aviation”) in accordance with the Court’s Interlocutory Order for Private Sale of Cargo to Qualified Bidder (Dkt. # 87) is forfeited and will be applied to cover the \$20,000 per day *custodia legis* expenses for storing the Cargo on the *M/T TALKIMOS* (the “Vessel”) that have accrued between noon, August 7, 2020 through noon, August 17, 2020;

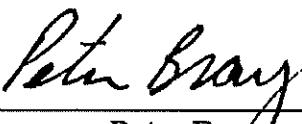
2. The Joint Motion is approved and sale of the Cargo to Kolmar Americas, Inc. is ordered upon Kolmar Americas, Inc. delivering to the U.S. Marshal, Southern District of Texas, at or before 4:30 pm, August 27, 2020, the purchase price of \$2,750,000 in the form of either a cashier's check or law firm check, or electronic funds transfer of immediately-available funds to the United States Marshals Services, Asset Forfeiture Division.

3. Upon completion of the sale of the Cargo, Kolmar Americas, Inc. agrees to the following terms:

- a. The Vessel will issue its Notice of Readiness, as per section 3.b., upon arriving at Houston after returning from evading Hurricane Laura;
- b. Laytime for the Vessel will commence six (6) hours after it issues valid Notice of Readiness with laytime running thereafter in accordance with the ASBATANKVOY Form; and
- c. From the moment of laytime commencement until disconnection of cargo hoses or documents on board, whichever occurs later, demurrage to accrue at \$16,000 per diem or pro rata to be paid by Kolmar Americas, Inc.

4. Should Kolmar Americas, Inc. fail to purchase the Cargo by 4:30 pm, August 27, 2020, this Order will expire and Kolmar Americas, Inc. shall no longer have the right to purchase the Cargo under the provisions of this Order.

Signed August 27, 2020, at Houston, Texas.


Peter Bray

United States Magistrate Judge


N. Hughes
USDS